

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE 1 OF 3 PAGES		
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 23 Nov 99		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable) NSA Souda Bay	
6. ISSUED BY CODE		SP0600		7. ADMINISTERED BY (If other than Item 6) CODE			
Attn: Brenda Hall/DESC-FPB/Suite 2941 Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir, VA 22060-6222 Phone: 703-767-9342 Fax: 703-767-9338							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X) 9A. AMENDMENT OF SOLICITATION NO. SP0600-99-R-0140			
				9B. DATED (SEE ITEM 11) October 1, 1999			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 10, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The closing date has been extended until January 14, 2000; 3:00 P.M., local Alexandria, VA time.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

NSN 7540-01-152-9070

PREVIOUS EDITION UNUSABLE

PerFORM (DLA)

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## 2. Questions and Answers.

**Question:** During the pre-proposal conference on 20 October 1999, a representative from PA&E asked a question about the inclusion of a FAR clause that addresses Severance Pay to Foreign Nationals. The two clauses are FAR 52.237-8, and FAR 52.237-9, Waiver on Severance Payment to Foreign National. If the later is not included the liability to the successful contractor goes up considerably. Please clarify.

**Response:** FAR Clause 52.237-8, Severance Pay to Foreign Nationals is incorporated into this amendment. FAR Clause 52.237-9 is not included. FAR 31.205-6(g)(3) limits severance pay to foreign nationals unless a waiver is obtained by DESC. We do not intend to issue such a waiver.

**Question:** Also, during this conference it was stated that the contractor is not ever required to connect to or dispense fuel directly into aircraft. Could you please state this in the revision (amendment to RFP)?

**Response:** The question requires two specific answers.

1. As a member of a group of technicians that service an aircraft, the fuel contractor system operator does dispense fuel directly to an aircraft. He/she is the driver of a refueler or a pantograph operator that dispenses product.

2. As far as connection to or attaching any kind of nozzle to an aircraft, it is a standard Navy (service) policy that the physical connection be made by the nozzle operator or a member of the servicing crew other than the refueler/pantograph operator. As a refueler or system operator, one task is to drag the hose or move the pantograph to a servicing crew member and hand the nozzle to that person. Again, standard Navy policy dictates that the refueler/pantograph operator should NEVER connect the nozzle to the aircraft. See the Aircraft Refueling NATOPS Manual, NAVAIR 00-801-10-9, Chapter 12.

**Question:** Environmental liability is a large concern to us. What liabilities do we have in regards to fuel spillage? Are we indemnified except in case of gross negligence or willful misconduct?

**Response:** See clause 1116.

**Question:** Although it was stated during the conference that responsibility for fuel begins at the pump house on NSA Souda Bay we would like it confirmed that we will not be required to receive shipments by sea.

**Response:** All product that reaches NSA Souda Bay is shipped by pipeline from the NATO terminal at Marathi, Greece. There is no US military or civil service, contractor, or other third party involvement in the means or method of receiving product at the Greek controlled terminal. As far as NSA Souda Bay is concerned, receipts are by pipeline from a fixed land terminal.

**Question:** Will the Government provide a list of provide of current Greek Maytag employees and their detailed payroll costs? We believe that this is required, as the Greek government requires that we pay current wages to any incumbent employees we acquire. Also, will you please confirm the current status of any CLA?

**Response:** We do not have a list of the current Greek Maytag employees or their payroll costs. The CLA or Employment Agreement that was handed out at the site visit is the current agreement between Maytag Aircraft and the Greek employees which is in effect until October 31, 2000. This agreement will be incorporated in the next amendment.

**Question:** Section L. Please confirm whether or not the Cover Letter, Table of Contents, and/or the Cross Reference Index are included within the 25 page limit of Operational Capability section.

**Response:** This is not part of the 25 page limit.

3. The following clause is hereby incorporated into and made a part of this solicitation:

**K100 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (OCT 1995)**

(a) The Federal Acquisition Regulation (FAR) at 31.205-6(g)(3) limits the cost allowability of severance payments to foreign nationals employed under a service contract performed outside the United States unless the head of the agency, or designee, grants a waiver pursuant to FAR 37.113-1 before contract award.

(b) In making the determination concerning the granting of a waiver, the head of the agency, or designee, will determine that --

(1) The application of the severance pay limitations to the contract would adversely affect the continuation of a program, project, or activity that provides significant support services for --

(i) Members of the armed forces stationed or deployed outside the United States; or

(ii) Employees of an executive agency posted outside the United States;

(2) The Contractor has taken (or has established plans to take) appropriate actions within its control to minimize the amount and number of incidents of the payment or severance pay to employees under the contract who are foreign nationals; and

(3) The payment of severance pay is necessary in order to comply with a law that is generally applicable to a significant number of businesses in the country in which the foreign national receiving the payment performed services under the contract, or is necessary to comply with a collective bargaining agreement.

(FAR 52.237-8)

4. Revisions to the statement of work will be provided on the next amendment.